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MOVEMENT MORTGAGE, LLC

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

BENTURA MENDOZA, on behalf of the
State of California and Aggrieved Employees,

Plaintiff,

v.

MOVEMENT MORTGAGE, LLC and
DOES 1 thru 100, inclusive,

Defendants.

Civil Action No. 2:24-at-01584

NOTICE OF REMOVAL

Complaint Filed: October 28, 2024

**TO THE ABOVE-ENTITLED COURT AND TO PLAINTIFF AND HIS ATTORNEYS OF
RECORD:**

PLEASE TAKE NOTICE that Defendant Movement Mortgage, LLC (“Movement Mortgage”) hereby removes this action from the Superior Court for the State of California, in and for the County of Sacramento, to the United States District Court for the Eastern District of California. This removal is based on diversity jurisdiction, pursuant to 28 U.S.C. §§ 1332 and 1441(b), for the reasons stated below:

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I. PROCEDURAL HISTORY

1. On October 28, 2024, Plaintiff Bentura Mendoza (“Plaintiff”) filed his complaint with the Superior Court for the State of California, in and for the County of Sacramento (the “Superior Court”), entitled “*Bentura Mendoza, on behalf of the State of California and Aggrieved Employees, Plaintiff v. Movement Mortgage, LLC, and DOES 1 to 100, inclusive*,” designated as Case Number 24CV021823 (“Complaint”).

2. The Complaint alleges a single cause of action for penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

3. The Summons and Complaint were served on Movement Mortgage’s agent for service of process on November 13, 2024. [See Declaration of Kevin Quan (“Quan Decl.”) ¶ 2, Ex. A.].

4. Based on information and belief, no other pleadings have been filed in this matter.

5. As of the date of this Notice of Removal, no other parties have been named or validly served with the Summons and Complaint in this matter. Because no other defendant has been served, they need not join or consent to Movement Mortgage’s Notice of Removal. [*Community Bldg. Co. v. Maryland Casualty Co.*, 8 F.2d 678, 678-679 (9th Cir. 1925) (named defendants not yet served in state court action need not join the notice of removal).]

II. REMOVAL IS BASED ON DIVERSITY JURISDICTION

6. This is a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1332. This action is one which may be removed to this Court pursuant to the provisions of 28 U.S.C. § 1441(b) in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interests and costs.

7. Further, because the United States District Court for the Eastern District of California has original jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1332, this action may be removed in its entirety pursuant to 28 U.S.C. § 1441(a) and (b). In addition, this Court has supplemental jurisdiction over all state claims that are so related to the claims within the Court’s original jurisdiction that they form part of the same case or controversy, pursuant to 28 U.S.C. § 1367(a).

1 **A. Plaintiff's Citizenship**

2 8. To establish citizenship for diversity purposes, a natural person must be domiciled
3 in a particular state. [*Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983).]
4 Natural persons are domiciled in the places they reside with the intent to remain or to which they
5 intend to return. [*Kanter v. Warnter-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001).] Residence
6 is *prima facie* evidence of domicile. [*Mondragon v. Capital One Auto Fin.*, 736 F.3d 880, 886 (9th
7 Cir. 2013); *Marroquin v. Wells Fargo, LLC*, 2011 WL 476540, at *1 (S.D. Cal. Feb. 3, 2011).]

8 9. An existing domicile is presumed to continue. [*Mitchell v. United States*, 88 U.S.
9 350, 353 (1875) (“[D]omicile, once acquired, is presumed to continue until it is shown to have been
10 changed.”); *Mintzis v. Scott*, 2014 WL 3818104, at *5 (C.D. Cal. July 30, 2014).] It is presumed
11 that a natural person’s residence is also his domicile, and a party resisting this presumption bears
12 the burden of producing contrary evidence. [*Lew v. Moss*, 797 F.2d 747, 751 (9th Cir. 1986).]

13 10. Movement Mortgage is informed and believes, and on that basis alleges, that Plaintiff
14 is now, and was at all material times, a citizen of the State of California within the meaning of 28
15 U.S.C. § 1332(a). [*See* Quan Decl. ¶ 2, Ex. A, Compl. ¶ 5.] Accordingly, Plaintiff is domiciled in
16 and a citizen of the State of California for the purposes of diversity jurisdiction. [*See Solloff v.*
17 *LRN Corp.*, 2013 WL 4479010, at *2-3 (C.D. Cal. Aug. 19, 2013) (finding that the removing
18 defendant “carried its burden of showing diversity” because it had presented evidence of plaintiff’s
19 residence, which was “prima facie evidence of his domicile, and thus of his citizenship”).]

20 **B. Movement Mortgage's Citizenship**

21 11. A corporation is “a citizen of any State by which it has been incorporated and of the
22 State where it has its principal place of business.” [28 U.S.C. § 1332(c)(1).] A corporation’s
23 “principal place of business” refers to the place where the corporation’s high-level officers direct,
24 control, and coordinate the corporation’s activities, i.e., its “nerve center.” [*Hertz Corp. v. Friend*,
25 559 U.S. 77, 92-93 (2010).] In practice, the nerve center is normally the corporation’s headquarters,
26 provided that the headquarters is the actual center of direction, control, and coordination. [*Id.*]

27 12. For purposes of determining jurisdiction, Defendant Movement Mortgage, LLC, as
28 a limited liability company, is a citizen of every state of which its owners/members are citizens.

1 [Johnson v. Columbia Props. Anchorage, LP, 437 F.3d 894, 899 (9th Cir. 2006).] The members of
2 Movement Mortgage, LLC are Abram’s Promise, Inc. and Harris Covenant, Inc. [Declaration of
3 Nancy Pezold (“Pezold Decl.”) ¶ 3.]

4 13. Abram’s Promise, Inc. is a corporation organized under the laws of the State of North
5 Carolina with its principal place of business in Indian Land, South Carolina. [Pezold Decl. ¶ 3.]

6 14. Harris Covenant, Inc. is a corporation organized under the laws of the State of
7 Virginia with its principal place of business in Norfolk, Virginia. [Pezold Decl. ¶ 3.]

8 15. Thus, Movement Mortgage, LLC is a citizen of North Carolina, South Carolina, and
9 Virginia for purposes of diversity jurisdiction.

10 16. To Movement Mortgage’s knowledge, there are no Doe defendants. However,
11 assuming the existence of any, they are and would be fictitious defendants and are not parties to this
12 action. Unnamed defendants sued as Does also are not required to join in a removal petition, and
13 their citizenship is disregarded for purposes of removal. [See 28 U.S.C. § 1441(a); *Fristos v.*
14 *Reynolds Metal Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980).]

15 **C. Complete Diversity Exists**

16 17. Because Plaintiff is a citizen of California and Movement Mortgage is a citizen of
17 North Carolina, South Carolina, and Virginia, complete diversity of citizenship exists.

18 **D. Amount In Controversy**

19 18. The Court has diversity jurisdiction over an action in which the parties are not
20 citizens of the same state and “the matter in controversy exceeds the sum or value of \$75,000.00,
21 exclusive of interest and costs.” [28 U.S.C. § 1332(a).]

22 19. Establishing the \$75,000 threshold necessary for diversity jurisdiction is not
23 burdensome. When seeking removal of a state action to federal court based on diversity jurisdiction,
24 “a defendant’s notice of removal need include only a plausible allegation that the amount in
25 controversy exceeds the jurisdictional threshold.” [*Dart Cherokee Basin Operating Co., LLC v.*
26 *Owens*, 574 U.S. 81, 89 (2014).]

27 20. The failure of the complaint to specify the total amount of damages or other monetary
28 relief sought by Plaintiff does not deprive this Court of jurisdiction. [See, e.g., *Saulic v. Symantec*

1 *Corp.*, 2007 WL 5074883, *5 (C.D. Cal. Dec. 26, 2007).] A defendant need only to establish by a
 2 preponderance of evidence that the claims exceed the jurisdictional minimum. [*Rodriguez v. AT &*
 3 *T Mobility Servs. LLC*, 728 F.3d 975, 982 (9th Cir. 2013); *Singer v. State Farm Mutual Auto. Ins.*
 4 *Co.*, 116 F.3d 373, 376 (9th Cir. 1997).]

5 21. Movement Mortgage denies Plaintiff's allegations, denies any liability, and denies
 6 that Plaintiff has suffered any damages. [Quan Decl. ¶ 8.] Nevertheless, in assessing the amount in
 7 controversy for diversity jurisdiction purposes, a court must assume that a jury will return a verdict
 8 for the plaintiff on all claims made in the complaint. [*Bank of California Nat. Ass'n v. Twin Harbors*
 9 *Lumber Co.*, 465 F.2d 489,491 (9th Cir. 1972); *Roth v. Comerica Bank*, 799 F. Supp. 2d 1107, 1117
 10 (C.D. Cal. 2010); *Kenneth Rothchild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993,
 11 1001 (C.D. Cal. 2002).] This includes any possible award of attorneys' fees where, as here, a statute
 12 at issue awards attorneys' fees to the prevailing party. [See *Kroske v. U.S. Bank Corp.*, 432 F.3d
 13 976, 980 (9th Cir. 2005) ("The amount in controversy includes the amount of damages in dispute,
 14 as well as attorney's fees, if authorized by statute or contract."); *Galt G/S v. JSS Scandinavia*, 142
 15 F.3d 1150, 1155 (9th Cir. 1998).] Therefore, the ultimate inquiry is what amount is put in
 16 controversy by the plaintiff's complaint, not what the amount of a defendant's liability (if any) will
 17 ultimately be. [*Galt G/S*, 142 F.3d at 1155.]

18 22. Plaintiff submitted a letter to the California Labor & Workforce Development
 19 Agency stating his intent to pursue PAGA penalties on August 21, 2024 (the "LWDA Letter").
 20 [Quan Decl. ¶ 4.] The period for which Plaintiff seeks penalties therefore extends to August 21,
 21 2023. [Cal. Civ. Proc. Code § 340.] There were 21 pay periods in which Plaintiff received
 22 compensation between August 21, 2023 and June 25, 2024. [Quan Decl. ¶ 5.]

23 23. Under PAGA, the amount of civil penalties recoverable for violation of a particular
 24 Labor Code section will be either the civil penalty specified for that particular provision or "default"
 25 penalties. If a civil penalty is not specifically provided for by statute, the "default" penalties under
 26 PAGA are "one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
 27 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
 28 subsequent violation." [Cal. Lab. Code § 2699(f)(2).] Movement Mortgage assumes Plaintiff seeks

1 the maximum civil penalties allowed for purposes of calculating the amount in controversy.

2 24. Based upon the allegations in the Complaint, the amount placed in controversy for
3 the alleged violations of Sections 201-204, 226, 226.7, 226.8, 510, 512, 1182.12, 1197, 1198 equates
4 to \$52,150.00. [Quan Decl. ¶¶ 2, 9, Exs. A, C, Compl. ¶¶ 22-26, 33-35.] This amount is comprised
5 of the penalties placed in controversy for the alleged Labor Code violations as to Plaintiff alone.
6 [See *Patel v. Nike Retail Servs., Inc.*, 58 F. Supp. 3d 1032, 1040 (N.D. Cal. 2014) (holding that
7 100% of the total penalties available may be considered for purposes of calculating the amount in
8 controversy); *Thomas v. Aetna Health of Cal., Inc.*, 2011 WL 2173715, at *21 (E.D. Cal. June 2,
9 2011) (recommending denial of motion for remand, as the amount in controversy for PAGA claim
10 exceeded \$75,000 based on the penalties and fees for violations alleged as to all aggrieved
11 employees).]

12 25. Plaintiff also alleges that he is entitled to recover penalties pursuant to section 558
13 for alleged failure to pay overtime. The civil penalties available pursuant to Labor Code section
14 558 for alleged violation of “any provision regulating hours and day of work” are:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
16 period for which the employee was underpaid in addition to an amount sufficient to recover
17 underpaid wages.

18 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to an
20 amount sufficient to recover underpaid wages.

21 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

22 26. Although Plaintiff does not allege in the Complaint the specific number of overtime
23 hours he claims to have worked, Plaintiff does allege that he and the alleged aggrieved employees
24 “*work frequently* over 8 hours in a workday, over 12 hours in a workday, over 40 hours in the
25 workweek, and/or for all hours worked in excess of eight on the seventh consecutive day of work in
26 a workweek, without overtime or double time wages.” [Quan Decl. ¶ 2, Ex. A, Compl. ¶ 15
27 (emphasis added).] For purposes of calculating the amount in controversy, an employer may make
28 a “reasonable extrapolation from the plaintiff’s allegations suffic[ient] to establish the amount in

controversy.” [*Patel*, 58 F. Supp. 3d at 1041; *see also Lippold v. Godiva Chocolatier, Inc.*, 2010 WL 1526441, at *3 (N.D. Cal. Apr. 15, 2010) (finding it reasonable for defendant to assume that plaintiff worked “13 hours a day every day that plaintiff worked for” defendant, because plaintiff alleged that he “regularly and/or consistently worked in excess of 12 hours per day”).] Based on Plaintiff’s allegation, Movement Mortgage makes the reasonable assumption that Plaintiff worked three hours of overtime each week. During Plaintiff’s employment, Plaintiff earned on average in excess of \$250,000 per year in wages and commissions.¹ [Quan Decl. ¶ 6.] Even assuming that Plaintiff worked a minimum of three hours of unpaid overtime per workweek, the amount of damages put at issue on Plaintiff’s unpaid overtime claim is \$67,608.75. [*Id.*] The additional civil penalties for each pay period, based on the \$50/100 penalty allowed under Labor Code section 558 adds another \$2,050.00, for a total of \$69,658.75 placed in controversy by Plaintiff’s request for civil penalties under Labor Code section 558. [*Id.*] Therefore, Movement Mortgage meets the jurisdictional threshold based on Plaintiff’s claim alone.

27. Additionally, in pursuing a claim under PAGA, Plaintiff is bringing a representative action as an ‘aggrieved employee,’ on behalf of himself and other current or former employees, and seeks civil penalties for Labor Code violations by employers, with 75 percent going to the Labor and Workforce Development Agency and the remaining 25 percent to the aggrieved employees. [Cal. Lab. Code § 2699(a), (i).]

28. In seeking penalties under PAGA, Plaintiff seeks to recover not only civil penalties under PAGA for himself, but also for the group of approximately 179 allegedly aggrieved current and former non-exempt hourly employees who worked for Movement Mortgage in California during the period of one year prior to the filing of the LWDA Letter (August 21, 2023 to the present). [Quan Decl. ¶ 7.]

29. Here, the total amount of PAGA penalties that can be sought by Plaintiff for purported Labor Code violations as to all of the allegedly aggrieved employees exceeds the

¹ Given that Plaintiff’s compensation information is protected by privacy rights, Defendant has not included his specific compensation details. However, should the Court require such information, Defendant can produce Plaintiff’s payroll records. However, such detailed information is not required at the removal pleading stage. [*Dart Cherokee Basin Operating Co., LLC*, 574 U.S. at 89.]

jurisdictional threshold of \$75,000.

30. Specifically, Plaintiff's Complaint seeks recovery under PAGA for the above various wage and hour violations in the amount of \$100 per pay period for the initial violation and \$200 per pay period for each subsequent violation. [Quan Decl. ¶ 2, Ex. A, Compl. ¶¶ 22-26, 33-35.] The statute of limitations for the recovery of penalties pursuant to PAGA is one year. [Cal. Civ. Proc. Code § 340.]

31. Because Plaintiff filed his LWDA Letter on August 21, 2024, the relevant time period for calculating the amount of PAGA penalties placed at issue is August 21, 2023 through the present (the "PAGA Period"). [Quan Decl. ¶ 7.] Movement Mortgage employed about 179 non-exempt hourly employees in California (the "Allegedly Aggrieved Employees") during the PAGA Period. [Id.] These employees collectively worked a total of at least 1,895 pay periods during the PAGA period. [Id.]

32. Based on Plaintiff's allegations that Movement Mortgage's alleged Labor Code violations have been "widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's operations in the State of California" (see Compl. ¶ 19), the approximate PAGA penalties at issue would be at least \$378,900 [(1 pay period x \$100 violation rate) + (1,894 pay periods x \$200 subsequent violation rate)].

33. Even assuming the Court were to exclude the 75 percent of PAGA penalties that goes to the Labor and Workforce Development Agency (it should not), the total amount of PAGA penalties attributed to only the alleged aggrieved employees would be \$94,725 (\$378,900 x 25%).

34. As such, Plaintiff's PAGA claim alone places an amount in controversy the exceeds the threshold requirement for diversity jurisdiction.

35. Attorneys' Fees. The amount in controversy may include attorneys' fees which are recoverable by statute. [Galt G/S, 142 F.3d at 1155-56.] Moreover, Plaintiff seeks to recover his attorneys' fees as provided by statute. [Quan Decl. ¶ 2, Ex. A, Compl. ¶¶ 4, 29, 38, and Prayer for Relief.] Where an underlying statute authorizes the award of attorneys' fees, as is the case here, such fees may be included in calculating the amount in controversy. [See Galt G/S, 142 F.3d at 1156; Goldberg v. CPC Int'l Inc., 678 F.2d 1365, 1367 (9th Cir. 1992).] Under California law,

1 “[a]ny employee who prevails in any [PAGA] action shall be entitled to an award of reasonable
2 attorneys’ fees and costs.” [Cal. Lab. Code § 2699(g).] Assuming Plaintiff’s counsel seeks fees in
3 the neighborhood of 25% of the civil penalties at issue (at least \$121,808.75), which is common in
4 representative actions (*see, e.g., Olson v. Michaels Stores, Inc.*, 2017 WL 3317811, at *3 (C.D. Cal.
5 Aug. 2, 2017))², the addition of attorneys’ fees would place an amount of \$30,452.19 in controversy.

6 36. Although Movement Mortgage denies any award of damages is appropriate here, the
7 evidence is sufficient to establish that Plaintiff has placed in controversy an amount exceeding the
8 jurisdictional amount of \$75,000, exclusive of costs and interest. [Quan Decl. ¶ 8.] Accordingly,
9 this State Court action may be removed to the United States District Court for the Eastern District
10 of California because, at the time this action was filed and at the present time, diversity jurisdiction
11 exists.

12 **III. TIMELINESS OF REMOVAL**

13 37. Under 28 U.S.C. section 1446(b), a “notice of removal of a civil action or proceeding
14 shall be filed within 30 days after the receipt by the defendant, through service or otherwise, . . .”
15 The 30-day period for removal is triggered once service occurs. [*Murphy Bros. v. Michetti Pipe*
16 *Stringing, Inc.*, 526 U.S. 344, 347-48 (“Accordingly, we hold that a named defendant’s time to
17 remove is triggered by simultaneous service of the summons and complaint, or receipt of the
18 complaint, ‘through service or otherwise,’ after and apart from service of the summons, but not by
19 mere receipt of the complaint unattended by any formal service.”).]

20 38. Movement Mortgage was served with the complaint on November 13, 2024, through
21 its registered agent for service of process. [Quan Decl. ¶ 2.] Movement Mortgage files this Notice
22 of Removal on December 13, 2024. As such, Movement Mortgage’s Notice of Removal is timely.

23 **IV. NOTICE PROVIDED TO STATE COURT AND PLAINTIFF**

24 30. In accordance with 28 U.S.C. section 1446(d), the undersigned counsel certifies that
25 a copy of this Notice of Removal and all supporting papers will be promptly served on Plaintiff and
26

27 ² *See Olson*, 2017 WL 3317811, at *3 (“District courts within the Ninth Circuit handling PAGA cases have held that
28 “removing defendants can reasonably assume plaintiffs are entitled to attorney[’s] fees valued at approximately 25%
of projected damages.”); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 6053831, at *10 (E.D. Cal. Nov. 15, 2013)
(adopting defendant’s good faith estimate that attorney’s fees award would be 25% of PAGA penalties)).

1 filed with the Clerk of the Sacramento County Superior Court. [Quan Decl. ¶ 3, Ex. B.] Therefore,
2 all procedural requirements under 28 U.S.C. section 1446 have been satisfied.

3 31. This Notice of Removal is effected properly and timely pursuant to 28 U.S.C.
4 sections 1441 and 1446.

5 32. Venue is proper in this District pursuant to 28 U.S.C. section 1441(a) because the
6 Superior Court where the removed case was pending is located within this District.

7 **V. INTRADISTRICT ASSIGNMENT**

8 33. Intradistrict Assignment: Assignment to the Sacramento or Redding Division is
9 proper because the state action filed by Plaintiff is pending in Sacramento County Superior Court
10 and arose in Sacramento County. [28 U.S.C. §§ 1441(a), 1446(a); Local Rule 120(d).]

11 WHEREFORE, Movement Mortgage removes the above-entitled action now pending in the
12 Superior Court of the State of California for the County of Sacramento to this Court.

13
14 DATED: December 13, 2024

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

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16
17 By: /s/ Kevin L. Quan

JAMES SMITH
KEVIN L. QUAN

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19 Attorneys for Defendant
20 MOVEMENT MORTGAGE, LLC
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CERTIFICATE OF SERVICE

I, declare that I am employed in the City and County of San Francisco, California, in the office of a member of the bar of this Court at whose direction this service was made.

I am over the age of eighteen years and not a party to this action. My business address is Kilpatrick Townsend & Stockton LLP, Two Embarcadero Center, Suite 1900, San Francisco, California 94111. On December 13, 2024, I served the document entitled: **NOTICE OF REMOVAL** on the interested parties in this action, as follows:

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☒ [By First Class Mail] I am readily familiar with my employer's practice for collecting and processing documents for mailing with the United States Postal Service. On the date listed herein, following ordinary business practice, I served the within document at my place of business, by placing a true copy thereof, enclosed in a sealed envelope, with first class postage thereon fully prepaid, for collection and mailing with the United States Postal Service, where it would be deposited with the United States Postal Service that same day in the ordinary course of business.

☐ [By Overnight Courier] I caused each envelope to be delivered by a commercial carrier service for overnight delivery to the offices of the addressee(s).

☐ [By Hand] I caused to be hand delivered each envelope to the party(ies) so designated on the service list.

☒ [By Electronic Transmission] I caused said document to be sent by electronic transmission to the e-mail address indicated for the parties listed above from email address sdmpearson@kilpatricktownsend.com.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 13, 2024, at San Francisco, California.



Abby Ako-Nai